TRUST DEED

After recording return to: BENEFICIARY, Million Financial Services Corporation

75375 Branch Office [illegible] Vol. [illegible] Page 9725

CORVALLIS, OR 97330

Grantor (Borrower) [illegible]

[illegible]

[illegible]

The Grantors above named are indebted upon their promissory note dated [illegible] in the principal amount of $ [illegible] to the Beneficiary named above at the above office and evidencing a loan made by said Beneficiary in the active amount of the principal thereof. In the event thereof default in making any payment shall, at the option of the holder of the note and without notice or demand, render the entire sum remaining unpaid thereon at once due and payable.

NOW THEREFORE, in consideration of said loan and to further secure the payment of said note, and any note or notes executed and delivered to Beneficiary by Grantors at any time before the entire indebtedness secured hereby shall be paid in full, including either a future loan by Beneficiary or refinancing of an unpaid balance of the note above described or renewal thereof, in both such future loan and refinancing Grantors hereby convey to Trustee [illegible] TITLE COMPANY in trust with power of sale the following described property:

LOT 38, BLOCK 1, [illegible] SUN FOREST ESTATES, [illegible] COUNTY, OREGON

The Grantors covenant to the Beneficiary that they are the owner of said property free of all encumbrances except

NONE

and that they will warrant and forever defend the same against all persons.

Grantor warrants that the Real Property described herein is not used for agricultural, timber, or grazing purposes.

The Grantors agree: to maintain the property in good condition, not to remove or demolish any building to provide insurance on the buildings now or hereafter erected in an amount at not less than the principal balance due upon the note or any note thereafter given for which the trust deed shall be security, and insurance to name the Beneficiary in the loss payee to the extent of any such outstanding indebtedness, the policy to be delivered to the Beneficiary; to keep the property free of all liens of any nature and to pay all taxes and assessments levied upon the property, in the event of the Grantors' failure to pay any taxes or liens, the Beneficiary may do so and add said sums to the Grantors' obligation at the rate of interest specified therein to be paid on the demand of the Beneficiary. In the event the right of eminent domain or condemnation is exercised or threatened to said property are monies received from said proceeding shall be applied to the above indebtedness until it is paid in full. If the Grantor sells or transfers the above described property such sale or transfer shall be an event of default.

Upon default by the Grantor hereunder, it is agreed Beneficiary may at any time after such and take possession of said property and may either proceed to foreclose the trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosure or direct the Trustee to foreclose the trust deed by advertisement and sale in the manner provided for foreclosing a trust deed in ORS 86.705 to 86.795. Upon the foreclosure the Trustee shall apply the proceeds of the sale first to expenses of the sale, including reasonable attorney fees and compensation of Trustee in the proceeding, then to the obligation secured by the trust deed, then to all recorded liens subsequent to the interest of the Trustee in the trust deed, then to the obligation secured by the trust deed, then to all recorded liens subsequent to the interest of the Trustee in the trust deed, then to the surplus, if any, to the Grantors, or to their successors and interests entitled to such surplus.

The Beneficiary may from time to time appoint a successor or successor trustee. The successor trustee upon such appointment shall be vested with all title, powers and duties of the Trustee herein named. Grantors agree to pay all filing fees as well as the costs and disbursements in any proceeding to enforce the obligation.

Witness of an exact copy of this document is hereby acknowledged by the undersigned.

State of Oregon

County of BENTON ss.

Personally appeared the above named

[illegible] LYNS E. [illegible]

and acknowledged the foregoing instrument

to be [illegible] act and deed.

Before me: [illegible]

Notary Public for Oregon

(seal) My commission expires 5/5/95

Grantor

Grantor

Request for Full Reconveyance

To be used only when obligations have been paid.

STATE OF OREGON COUNTY OF BENTON ss.

Filed for record at request of Million Financial Services Corp. the 5th day of June A.D. 19 93 at 9:50 o'clock A.M., and duly recorded in Vol. M93 of Mortgages on Page 9725

Evelyn Biehn, County Clerk

By [illegible]

FEE $5.00